

110063

## II. STATEMENT OF PURPOSE

In entering into this Consent Order, the mutual objectives of EPA and MMI are: (1) to determine fully the nature and extent of the threat to the public health or welfare or the environment caused by the release or threatened release of hazardous substances, pollutants or contaminants, including pentachlorophenol, from the Arkwood, Inc. site (Remedial Investigation), and (2) to evaluate alternatives for the appropriate extent of remedial action to prevent or mitigate the migration or release or threatened release of hazardous substances, pollutants, or contaminants from the Arkwood, Inc. site (Feasibility Study). The activities conducted pursuant to this Consent Order are subject to approval by EPA and shall be consistent with the National Contingency Plan, 40 CFR Part 300, 50 Fed. Reg. 47972 (November 20, 1985).

## III. FINDINGS OF FACT

The following constitutes an outline of the facts upon which this Consent Order is based:

- A. The Arkwood, Inc. site ("the Site") is located on a parcel of approximately twenty acres of land along the Missouri Pacific Cricket railroad siding, south of the town of Omaha, in Boone County, Arkansas. From approximately 1962 until late 1984, the site was the location of a pentachlorophenol (PCP) and creosote wood treating operation. The site is owned by Hallie C. Ormond ("Ormond"), who originally built the plant and commenced its operation. Subsequently, Ormond formed an Arkansas corporation, Arkwood, Inc., which operated the plant in corporate form under lease from Ormond individually as landowner. In 1974 MMI purchased the assets of Arkwood, Inc. and operated the plant until 1984. During the period of its operations, MMI leased the land and fixtures from Ormond.
- B. Located on-site are: A millwork shop; PCP and creosote treatment process area; storage tanks for PCP and creosote; pressure treatment cylinder; building sump; a spill containment basin used to control process spills; railroad drainage ditch and cave (entrance now covered) used to dispose of process wastes; and a sawdust and woodchip pile.
- C. MMI is an Indiana corporation with its principal place of business in Harrison, Boone County, Arkansas. MMI operated the wood treating plant at the Arkwood, Inc. site until 1984. During the period of its operation, MMI leased the land and fixtures from Ormond.

- D. The Arkwood, Inc. site was proposed for addition to the National Priorities List in September, 1985. 50 Fed. Reg. 37950 (published September 18, 1985).
- E. Approximately 660 persons live within three miles of the site and depend upon groundwater as a source of drinking water.
- F. Limited site investigations have been performed by the Arkansas Department of Pollution Control and Ecology. These investigations have included the sampling and analysis for concentrations of PCP of springs, groundwater, run-off from the Site, streams and sediment. The results of these analyses report the following ranges of PCP:

<u>Sample (Type)</u>	<u>Concentration Range of PCP (ppm or mg/kg)</u>
Groundwater	*Less than 0.0005 to 5.6
Spring water	*Less than 0.00005 to 97
Runoff from site	0.0028 to 10.6
Sediment from disposal area	23,000 to 30,000
Surface water	0.00021 to 2.8

\*The lower number represents the detection limit for the analytical procedure utilized, for an individual sample. Analysis of some samples resulted in no PCP detected at these limits.

These analyses indicate that there has been a past release of PCP into the environment and that there is a potential for future additional releases of PCP and other contaminants into the environment.

- G. According to "Chemical, Physical and Biological Properties of Chemicals Present at Hazardous Waste Sites Disposal Sites" (EPA, 1985), PCP has been found to be embryotoxic and phytotoxic. Chronic exposure to PCP may result in chloracne, headaches, muscle weakness, weight loss, and liver and kidney damage.
- H. The release of PCP and creosote into the environment may cause an imminent and substantial endangerment to health or the environment.

#### IV. CONCLUSIONS OF LAW

- A. The Arkwood, Inc. site is a "facility" as defined in Section 101(9) of CERCLA, 42 U.S.C. §9601(9).
- B. MMI is a "person" as defined in Section 101(21) of CERCLA, 42 U.S.C. §9601(21).
- C. Wastes and constituents thereof generated and disposed of at the Site, including PCP and creosote, are "hazardous substances as defined in Section 101(14) of CERCLA, 42 U.S.C. §9601(14).
- D. The past, present, and potential future migration of hazardous substances from the Site constitutes an actual or threatened "release" as defined in Section 101(22) of CERCLA, 42 U.S.C. of §9601(22).
- E. MMI is one of the responsible parties under Section 107(a) of CERCLA, 42 U.S.C. §9607(a).

#### V. DETERMINATIONS

- A. Based on the Findings of Fact and Conclusions of Law set out above, EPA has determined that:
  - 1. The actual and/or threatened release of hazardous substances from the Site may present an imminent and substantial endangerment to the public health or welfare or the environment.
  - 2. The actions required by this Administrative Order, including the preparation of a Remedial Investigation and Feasibility Study are necessary to assure adequate protection of the public health and welfare and the environment.

#### VI. WORK TO BE PERFORMED

All work performed pursuant to this Consent Order shall be under the direction and supervision of a qualified professional engineer or certified geologist with expertise in hazardous waste site investigation and cleanup. Prior to the initiation of site work, MMI shall notify EPA in writing regarding the name, title, and qualifications of such engineer or geologist and of any contractors and/or subcontractors to be used in carrying out the terms of this Consent Order.

Based on the foregoing, it is hereby AGREED TO AND ORDERED that the following work shall be performed:

Based on the foregoing, it is hereby AGREED TO AND ORDERED that the following work shall be performed:

A. The Respondents shall implement the tasks detailed in the Remedial Investigation and Feasibility Study Work Plans (RI/FS Work Plans) which has been approved by EPA and is attached to and incorporated in this Consent Order as Attachments 1 and 2. This work shall be conducted in accordance with the EPA Remedial Investigation and Feasibility Study guidance documents and with the standards, specifications, and schedule contained in the RI/FS Work Plans. EPA shall provide all pertinent guidance documents to Respondents in a timely fashion.

B. Within 30 days of the effective date of this Consent Order, the Respondents shall submit to EPA site specific plans for Health and Safety, and Quality Assurance and Quality Control.

C. After receipt of the two documents specified above (VI.B.), EPA shall review and provide comments on the Health and Safety Plan and notify the Respondents in writing of EPA's approval or disapproval of the Quality Assurance and Quality Control Plan, or any part thereof.

D. Within 30 calendar days of the receipt of written notification of disapproval, the Respondents shall amend and submit to EPA a revision of those documents specified in Section VI.B. herein.

E. Within seven calendar days of the effective date of this Consent Order, the Respondents shall commence Phase I Field Investigations as outlined in Attachments 1 and 2. If site access is denied, the provisions of paragraph XIV shall apply.

F. The Respondents shall provide monthly written progress reports to EPA according to the schedule contained in the RI/FS Work Plans. At a minimum these progress reports shall: (1) describe the actions which have been taken toward achieving compliance with this Consent Order as described in Attachments 1 and 2, (2) describe any problems that have been encountered or are anticipated by the Respondents in commencing or completing any work plan activities, and (3) include all plans and procedures completed subsequent to EPA approval of the RI/FS Work Plans, during the past month as well as such planned actions and activities which are scheduled for the next month. These reports are to be submitted to EPA by the tenth day of each month following the effective date of this Consent Order.

G. The Respondents shall provide preliminary and final reports to EPA according to the schedule contained in the RI/FS Work Plans.

H. Unless otherwise specified in Attachment 1 and 2 EPA shall review the preliminary and final plans or reports and within 30 calendar days of receipt by EPA of such

plans or reports, EPA shall notify the Respondents in writing of EPA's approval or disapproval of these plans or reports or any part thereof. In the event of any disapproval, EPA shall specify in writing both the deficiencies and the reasons for such disapproval. To the extent that disapproval of the Remedial Investigation Report shall affect the Feasibility Study schedule, appropriate written adjustments to the schedule shall be made.

I. Within 30 calendar days of receipt of EPA notification of final report disapproval, the Respondents may amend and submit to EPA such revised report and perform any additional studies pursuant to EPA review. In the event of disapproval of any revised reports or Respondents' refusal to perform revisions or additional studies, EPA may proceed to complete the Remedial Investigation and Feasibility Study pursuant to its authority under CERCLA and to seek cost recovery.

J. Whenever notice or information or EPA decision is required under the terms of this Consent Order to be delivered from one party to another, it shall be given in writing by certified mail, return receipt requested, and directed to the addressees specified below, unless those individuals or their successors give notice in writing to all parties to this Consent Order that another individual has been designated to make and receive such communications.

This clause shall apply to all reports, approvals, disapprovals, notices, and other correspondence, to be submitted pursuant to this Consent Order.

**EPA:**

Larry Wright  
Chief, Superfund Enforcement Section  
U.S. EPA, Region VI  
1201 Elm Street  
Dallas, Texas 75270

**Respondents' Steering Committee:**

Larry B. Feldcamp, Chairman  
Baker & Botts  
3000 One Shell Plaza  
Houston, Texas 77002

K. The Respondents shall submit a copy of all notices and information required pursuant to this Consent Order to the Texas Water Commission at the following address:

Bryan Dixon, Director  
Hazardous and Solid Waste Division  
Texas Water Commission  
Post Office Box 13087  
Capitol Station  
Austin, Texas 78711

L. Respondents and/or their contractor will provide community relations assistance to the EPA in accordance with an EPA community relations plan which will incorporate the community relations assistance program referred to in Attachments 1 and 2. Such assistance might include but is not limited to providing selected individuals to speak at meetings, preparing public meeting materials, project updates, technical summaries, and public notices.



Examples of these activities are provided below:

- (a) Public Meeting Materials - assist in preparing slide shows, graphics, and presentation materials for public hearings;
- (b) Project Updates - provide assistance in preparing project updates for distribution by EPA to the general public;
- (c) Technical Summaries - prepare brief technical summaries;
- (d) Public Notices - prepare public notices and small display ads to announce public meetings.

The Respondents and EPA both agree to provide each other and TDWR with copies of any press releases, notices, or other information prior to the release to the public of such information.

M. EPA may determine that tasks, including remedial investigatory work and/or engineering evaluation, are necessary as part of a Remedial Investigations and Feasibility Study in addition to those tasks included in this Consent order and Attachments 1 and 2. Should EPA determine that such additional tasks are necessary, EPA shall notify Respondents. Within thirty (30) days of receipt of this notice, Respondents will notify EPA whether or not Respondents agree to the inclusion of these tasks into this Consent Order. Should Respondents fail to agree

to the inclusion of these tasks, EPA retains the right to perform additional work as authorized by CERCLA and to seek cost recovery.

#### VII. DESIGNATED PROJECT COORDINATORS

On or before the effective date of this Consent Order, EPA and the Respondents shall each designate a Project Coordinator. Each Project Coordinator shall be responsible for overseeing the implementation of this Consent Order. The EPA Project Coordinator will be EPA's designated representative at the Sites. Except where otherwise required pursuant to paragraph VI. (J) herein, communications between the Respondents and EPA concerning the activities performed pursuant to the terms and conditions of this Consent Order shall be directed through the Project Coordinators.

EPA and the Respondents each have the right to change their respective Project Coordinator. Such change shall be accomplished by notifying the other party in writing at least five calendar days prior to the change.

The EPA designated "On-Scene-Coordinator," who may be the EPA Project Coordinator, shall have the authority vested in the On-Scene-Coordinator ("OSC") by the National Contingency Plan, 40 C.F.R. §300 et seq.

### VIII. QUALITY ASSURANCE

The Respondents shall use quality assurance, quality control, and chain of custody procedures throughout all sample collection and analysis activities in accordance with the EPA approved Quality Assurance and Quality Control Plan. The Respondents shall consult with EPA in planning all sampling and analysis. The Respondents shall ensure that EPA personnel are allowed access to the laboratory utilized by the Respondents for analysis of samples collected pursuant to this Consent Order.

### IX. SITE ACCESS

To the extent that the Sites are presently owned by parties other than those bound by this Consent Order, the Respondents have obtained or will use their best efforts to obtain Site access agreements from the present owners within 30 calendar days of the effective date of this Consent Order. Such agreements shall provide reasonable access to Respondents and EPA and/or its authorized representatives. In the event that Site access agreements are not obtained within the time referenced above, the Respondents shall, within 7 days of the expiration of this time period, notify EPA regarding both the lack of such agreements and the efforts to obtain them. EPA shall then take any action deemed necessary to obtain such agreements and the provisions of paragraph XIV shall apply.

X. SAMPLING, ACCESS, AND DATA/DOCUMENT AVAILABILITY

The Respondents shall make the results of all sampling and/or tests or other data generated by the Respondents or on the Respondents' behalf, with respect to the implementation of this Consent Order, available to EPA. EPA shall provide the Respondents with copies of all records, documents, and other writings in any way pertaining to work performed under this Consent Order which are not excluded under 40 CFR Part 2, upon receiving written request by the Respondents. EPA will make available to the Respondents the results of sampling and/or tests or other data similarly generated by EPA.

At the request of EPA, the Respondents shall allow split or duplicate samples to be taken by EPA and/or its authorized representatives of any samples collected by the Respondents pursuant to the implementation of this Consent Order. The Respondents shall notify EPA not less than 48 hours, not including weekends and holidays, in advance of any sample collection activity. The Project Coordinators may agree orally or in writing to a shorter notification period.

Respondents shall not restrict or interfere with EPA and/or EPA authorized representatives who seek access to the site. Such persons may enter and freely move about all property at the Sites at all reasonable times for the

purposes of, among other things, the following: inspecting records, operating logs and contracts related to the Sites; reviewing the progress of the Respondents in carrying out the terms of this Consent Order; conducting such tests as EPA or the project Coordinator deem necessary; using a camera, sound recording or other documentary type equipment; and verifying the data submitted to EPA by the Respondents. The Respondents shall permit such persons to inspect and copy all records, documents, and other technical information, including all sampling and monitoring data, pursuant to work undertaken as required by this Consent Order. All parties with access to the Sites pursuant to this paragraph shall comply with all approved health and safety plans.

The Respondents may assert a confidentiality claim, if appropriate, covering a part or all of the information requested by this Consent Order pursuant to 40 C.F.R. §2.203(b).

Analytical data shall not be claimed as confidential by the Respondents. Information determined to be confidential by EPA will be afforded the protection specified in 40 C.F.R. Part 2, Subpart B. If no such claim accompanies the information when it is submitted to EPA, it may be made available to the public by EPA without further notice to the Respondents.

# XI. RECORD PRESERVATION

EPA and the Respondents agree that each shall preserve, during the pendency of this Consent Order and for six years after its termination, all plans and reports prepared pursuant to this Order and all supporting documentation and data related to the information contained in those plans and reports, in its possession or in the possession of its divisions, employees, agents, accountants, contractors, or attorneys despite any document retention policy to the contrary. EPA may, for good cause, require the Respondents to keep documents for a reasonable period of time beyond the six years stated above, if EPA gives written notice to the Respondents. Upon requests by EPA, the Respondents shall make available to EPA such records or copies of any such records.

# XII. DISPUTE RESOLUTION

The Project Coordinators shall first attempt to resolve informally all matters concerning the Work Plan activities and the interpretation of this Order. If the Project Coordinators cannot resolve a difference of opinion with respect to such matters within twenty-four (24) hours or if the Respondents object to any EPA notice of deficiency or any other decision made pursuant to this Order, Respondents shall notify EPA in writing of their objection

within fourteen (14) days of receipt of the notice or decision. EPA and the Respondents then have an additional twenty-one (21) days from the receipt by EPA of the notification of objection to negotiate in good faith to reach agreement. If agreement cannot be reached on any issue within this twenty-one (21) day period, EPA shall immediately provide a written statement of its decision to the Respondents. EPA may then proceed to complete the RI/FS or any part thereof and seek cost recovery. The penalties provided in paragraph XIII of this Order shall not run during the dispute resolution process.

XIII. DELAY IN PERFORMANCE/STIPULATED PENALTIES

Except with respect to any extensions agreed to by the parties in writing and except for delays contemplated by paragraph XIV herein, for each full week that Respondents fail to submit a report or document, or otherwise fail to achieve the requirements of this Order, the Respondents jointly shall pay into the United States Treasury, the sum set forth below as stipulated penalties. Checks should be addressed to:

U.S. Environmental Protection Agency  
Accounting Operations Office (PM-226)  
Post Office Box 2971, Room M-3419  
Washington, D.C. 20013  
Attention: Collection Officer for Superfund

Stipulated penalties shall accrue in the amount of \$500 for the first week and \$2,000 for each week thereafter for failure to submit a required report or document or

comply with this schedule as required by this Consent Order. The stipulated penalties set forth in this paragraph do not preclude EPA from electing to pursue any other remedies or sanctions, which may be available to EPA by reason of the Respondents failure to comply with any of the requirements of this Consent Order.

EPA shall promptly notify Respondents, in writing, of any matter that EPA believes could provide for the assessment of a stipulated penalty pursuant to this Order.

#### XIV. FORCE MAJEURE

Respondents' activities under this Order shall be performed within the time limit set forth herein, unless performance is delayed by events which constitute a Force Majeure. For purposes of this Order, a Force Majeure is defined as any event arising from causes beyond the reasonable control of Respondents that could not have been prevented by the exercise of due diligence. Delays encountered in securing site access, any permits or authorization required pursuant to paragraph XVIII, or any EPA approval are considered beyond the control of the Respondents. Increased costs or expenses associated with implementation of the activities called for in the Work Plan shall not be considered circumstances beyond the control of Respondents. Respondents' time period to perform the activities affected by the Force Majeure shall be extended at a maximum by the time period of the delay attributed to the Force Majeure, provided, however, that no deadline shall be extended for



activities not affected by the Force Majeure event.

Respondents shall notify EPA in writing as soon as possible but in no event more than seven (7) calendar days from the inception of any event which the Respondents contend constitutes a Force Majeure as defined above. Such notice shall describe the event Respondents consider to be a Force Majeure, including a statement of Respondents' rationale for interpreting such event as a Force Majeure within the meaning of the above definition, the measures taken or to be taken to prevent or minimize the delay, the timetable by which those measures will be implemented, and the date by which or the time period within which Respondents propose to complete the activities as to which the deadline applied, which shall not be a date beyond the period of time reasonably necessary for completion of those activities on a schedule calculated to minimize the delay. Such notice by Respondents shall be accompanied by any documentation relating to the Force Majeure. The burden of proving that any delay is caused by a Force Majeure shall rest with the Respondents.

#### XV. RESERVATIONS OF RIGHTS

Notwithstanding compliance with the terms of this Consent Order, including the completion of an EPA approved Remedial Investigation and Feasibility Study, the Respondents are not released from liability, if any, for any

actions taken by EPA respecting the Sites in accordance with its authority. EPA reserves the right to take any enforcement action pursuant to CERCLA and/or any available legal authority, including the right to seek injunctive relief, monetary penalties, and punitive damages for any violation of law or this Consent Order. Except for Respondents' consent contained in Section I of this Consent Order styled "JURISDICTION," the Respondents and EPA expressly reserve all rights and defenses that they may have, including EPA's right both to disapprove of work performed by the Respondents and to request that the Respondents perform tasks in addition to those detailed in the RI/FS Work Plan, as provided in this Consent Order. In the event that the Respondents decline to perform any task, including additional and/or modified tasks, EPA will have the right to undertake remedial investigation and/or feasibility study work. In addition, EPA, upon notice to Respondents, reserves the right to undertake removal actions and/or remedial actions, at any time. In either event, EPA reserves the right to seek reimbursement from the Respondents thereafter for such costs incurred by the United States. Nothing contained herein shall preclude Respondents from conducting any lawful activity not in violation of this Administrative Order.

#### XVI. REIMBURSEMENT OF COSTS

EPA reserves the right to bring an action against the Respondents pursuant to Section 107 of CERCLA for recovery of all response and oversight costs incurred by the United States related to this Consent Order and not reimbursed by the Respondents, as well as any other past and future costs incurred by the United States and the State of Texas in connection with response activities conducted pursuant to CERCLA at the Sites.

#### XVII. OTHER CLAIMS

Nothing in this Consent Order shall constitute, or be construed as a release from any claim, cause of action or demand in law or equity against any person, firm, partnership, or corporation not a signatory to this Consent Order for any liability it may have arising out of or relating in any way to the generation, storage, treatment, handling, transportation, release, or disposal of any hazardous substances, hazardous wastes, pollutants, or contaminants found at, taken to, or taken from the Sites. This Consent Order does not constitute any decision on preauthorization of funds under Section 111(a)(2) of CERCLA.

#### XVIII. OTHER APPLICABLE LAWS

All actions required to be taken pursuant to this Order shall be undertaken in accordance with the requirements of all applicable local, State and Federal laws and regulations. Failure or delay of any local government, the

State of Texas, or EPA to issue any necessary permit in a timely fashion shall relieve the Respondents of their obligations to initiate or complete any actions otherwise required by this Order which cannot reasonably be initiated or completed without that permit, until such permits are obtained. Respondents shall notify EPA promptly of its inability to obtain such permits.

#### XIX. INDEMNIFICATION OF EPA

The Respondents agree to indemnify and save and hold harmless the United States Government, its agencies, departments, agents and employees, from any and all claims or causes of action arising from or on account of acts or omissions of the Respondents, its employees, receivers, trustees, agents or assigns, in carrying out the activities pursuant to this Consent Order except that the Respondents shall not be responsible for the acts or omissions of EPA, its employees, agents, or contractors. EPA is not a party in any contract involving the Respondents at the Sites.

#### XX. PUBLIC COMMENT

Upon submittal to EPA of an approved Feasibility Study Final Report, EPA shall make both the Remedial Investigation Final Report and the Feasibility Study Final Report available to the public for review and comment for, at a minimum, a twenty-one (21) day period, pursuant to EPA's Community Relations Policy.

XXI. EFFECTIVE DATE AND SUBSEQUENT MODIFICATION

In consideration of the communications between the Respondents and EPA prior to the issuance of this Consent Order concerning its terms, the Respondents agree that there is no need for a settlement conference prior to the effective date of this Consent Order. Therefore, the effective date of this Consent Order shall be the date on which it is signed by all parties and subsequent notice has been provided to the Respondents pursuant to paragraph VI(J).

This Consent Order may be amended by mutual agreement of EPA and the Respondents. Such amendments shall be in writing and shall have as the effective date that date on which such amendments are signed by all parties and subsequent notice has been provided to the Respondents pursuant to Paragraph VI(J).

Any reports, plans, specifications, schedules, and attachments required by this Consent Order are, upon approval by EPA, incorporated into this Consent Order.

No informal advice, guidance, suggestions, or comments by EPA or by any Respondents regarding reports, plans, specifications, schedules, and any other writings submitted by the Respondents or by EPA shall be construed as relieving the Respondents or EPA of their obligation to obtain such formal approval as may be required by this Consent Order.

## XXII. PARTIES BOUND

This Consent Order shall apply to and be binding upon the Respondents and EPA, their agents, successors and assigns and upon all persons, contractors, and consultants acting under or for either the Respondents or EPA or both.

The Respondents shall provide a copy of this Consent Order to all prime contractors and consultants retained to conduct any portion of the work performed pursuant to this Consent Order within 14 calendar days of the effective date of this Consent Order or date of such retention.

## XXIII. NOTICE TO THE STATE

EPA has previously notified the State of Texas through the Texas Department of Water Resources of the issuance of this Consent Order pursuant to the requirements of Section 106(a) of CERCLA.

## XXIV. TERMINATION AND SATISFACTION

This Consent Order shall terminate only when EPA gives written notice to the Respondents that the requirements of the Order have been completed to the satisfaction of EPA. Upon completion of the Remedial Investigation and Feasibility Study, the Respondents may request a determination by EPA that the Respondents have completed the requirements of the Consent Order to the satisfaction of EPA. EPA shall provide written notice of its determination within 30 days of receipt of the Respondent's request.

XXV. ADDITIONAL AGREEMENTS BY THE PARTIES

In consenting to the terms of this Order and in consideration of the conditions embodied herein, the Respondents hereby acknowledge and agree to undertake all actions required of them by the terms and conditions of the Order. Each Respondent shall assume all financial and other risks associated with its obligations under this Order. In assuming these risks, no Respondent waives its right to assert that other persons are responsible for any liabilities associated with the Sites, to seek indemnity or contribution from such other persons, or to assert any claim or to impose any other defense which may be available to it under law. No payments or expenditures made in accordance with this Order, other than payments made pursuant to paragraph XIII herein, shall be deemed a penalty. All activities undertaken by Respondents in the implementation of this Order shall be performed in a manner that is consistent with the provisions of the National Contingency Plan, supra. Nothing contained in this Consent Order shall constitute any admission by Respondents of any factual or legal matter contained herein.

U.S. Environmental Protection Agency

Date



## CONSENT

The undersigned company, one of the Respondents in this proceeding, has had an opportunity to confer with EPA and to state any objections Respondent may have had with respect to the contents of this Order. Respondent hereby consents to the issuance of this Order and to its terms.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Name of person signing: \_\_\_\_\_

Title: \_\_\_\_\_

Company Represented: \_\_\_\_\_